

United States Embassy Kuwait
GSO/Procurement
Kuwait City
July 7, 2022

To: Prospective Quoters

Subject: Request for Quotations number 19KU2022Q0018

Enclosed is a Request for Quotations (RFQ) for the renovation of washroom/toilets at USAGM, Kuwait Transmitting Station. If you would like to submit a quotation, follow all solicitation instructions and complete the required portions of the attached document.

A site visit has been scheduled for July 20, 2022, at 10:00 am Kuwait local time. For more information, please refer to page 32.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting a technically acceptable offer at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Note: You must have an active registration in SAM to do business with the Federal Government and be eligible for awards that exceeds the US\$30,000 threshold.

For a quotation to be considered, you must also complete and submit the following:

1. SF-1442 (14 through 20c)
2. Section A, Price
3. Section L, Representations, certifications, and other statements of offerors or quoters

Direct any questions regarding this RFQ to Kuwait_Solicitation@state.gov no later than July 25, 2022, at 10:00 am. No questions will be accepted beyond this date. Please enter the title of your email as "Questions – Renovation of washroom/toilets at USAGM, Kuwait Transmitting Station – RFQ 19KU2022Q0018"

Submit your quote electronically by email to Kuwait_Solicitation@state.gov. Quotations are due by August 8, 2022, at 10:00 am Kuwait local time. No quotes will be accepted after this time. Please enter the title of your email as "Quote – Renovation of washroom/toilets at USAGM, Kuwait Transmitting Station – RFQ 19KU2022Q0018"

Sincerely,

David Felts
Contracting Officer

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SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 19KU2022Q0018	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFQ)	3. DATE ISSUED July 7, 2022	PAGE OF PAGES 1 of 68

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. PR10870439		6. PROJECT NO.
7. ISSUED BY GENERAL SERVICES OFFICE AMERICAN EMBASSY, KUWAIT BAYAN BLK 14 MASJED AL AQSA ST.		CODE	8. ADDRESS OFFER TO AMERICAN EMBASSY, KUWAIT Kuwait_Solicitation@state.gov	
9. FOR INFORMATION CALL:	A. NAME Zeyad I Qishawi		B. TELEPHONE NO (Include area code) (NO COLLECT CALLS) +965-2259-1234	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Renovation of washroom/toilets at USAGM, Kuwait Transmitting Station (As per scope of work)

11. The Contractor shall begin performance as outlined in the schedule – refer to scope of work <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed . This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS N/A
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Submit your quote electronically by email to Kuwait_Solicitation@state.gov to perform the work required are due at the place specified in Item 8 by 10:00 am local time, August 8, 2022.	
B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. [check Clause G. 1 to 1.3 – Special requirements]	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)	
		16. REMITTANCE ADDRESS (Include only if different than Item 14)	
CODE	FACILITY CODE		

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS →

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()
26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE

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STANDARD FORM 1442

REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

USAGM Kuwait Transmitting Station has a requirement to renovate Admin washrooms/Toilets. Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

The Contractor shall complete all work, including furnishing all labor, materials, insurances, equipment, and services required under this contract for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead, and profit.

Total contract price (including all labor, material, insurance, overhead and profit)	KWD:
--------------------------------------------------------------------------------------	------------

A.1 Defense Base Act (DBA) Insurance:

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrrier.htm>

The Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3 to employees assigned to this contract who are either United States citizens or direct hire. Total cost of DBA should be part of the Firm-Fixed-Price.

A.2 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B. SCOPE OF WORK

Refer to attachment A for complete details of the of SOW.

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

C. PACKAGING AND MARKING

Reserved

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 SUBSTANTIAL COMPLETION

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the

discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) Commence work under this contract as outlined in the Notice to Proceed (NTP) and in accordance with attachment A "Statement of Work".
- (b) Prosecute the work diligently, and,
- (c) Complete the entire work ready for use no later than 30 working days from the date to receive notice to proceed. Contractor is required to furnish proof of any cause for delay and must request an extension of the completion date in writing through the Contracting Officer.

The time stated for completion shall include final cleanup of the premises.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **KWD216.670** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as 3 calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule, or the completion date should be revised. The Contractor shall give such notice promptly, not more than five (5) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may revise the approved time schedule.

NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

WORKING HOURS

All work shall be performed during regular office hours, 07:00am to 03:30pm, Sunday through Thursday. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

Per local Government policies, no one shall be working under direct sun after 11:00am hours when the outside temperature hits 50° C or above.

SUMMER OUTSIDE WORKING POLICY:

The Embassy has a summer outside work policy during summer season; the contractor must adhere to this policy. During the summer season at any given time when the outside temperature exceeds 48°C (118°F), performing manual labor tasks outside in direct sunlight between the hours of 11:00 am and 4:00 pm is prohibited. Short periods of outside work (for example, loading or unloading supplies) must not extend beyond 30 minutes during these hours.

DELIVERABLES - The following items shall be delivered under this contract:			
<u>Description</u>	<u>Quantity</u>	<u>Deliver Date</u>	<u>Deliver To</u>
Section G. Securities/Insurance	1	5 days after award	CO
Section E. Construction Schedule	1	3 days after award	COR
Section G. Contractor's crew individual identification information for background checks. List of all mechanical, electrical, rigging, sheet metal, and all other subcontractors with evidence of subcontractor's insurance coverage	1	5 calendar days after award	COR
Section F. Payment Request	1	End of project	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

F. ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer, and this authority is delegated in the designation.

(b) The COR for this contract is, USAGM Deputy Manager, Mr. Gy L Williams

(c) COR Duties: The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, inspection, and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. In no instance is the COR authorized to alter the contract's terms or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract

Under the authority of 52.232-27(a), the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

F. 1 Invoices submission & payment terms instructions to vendors:

1. Embassy payment terms are 30 days NET CREDIT. Payment is due within 30 days after the receipt of a proper invoice, (as defined by 5CFR 1315.9-b).
2. Invoice will be processed for payment as soon as the successful completion of the project. Please note, Embassy does not make any ADVANCE payments.
3. Proper invoice to include PR#, Contract number, clear description of items/services ordered as per Government purchase order and/or contract. (All the details should be in English language).
4. Banking information to include Account name, Bank name, branch and address, Account number, IBAN number, swift code to be mentioned either on the invoice and/or to be provided separately.
5. Invoice is required to be sent electronically to the Embassy Finance Office email: KuwaitDBO@state.gov to process for payment.
6. Payment inquiries: For better tracking and response time on payment inquiries, all payment related inquiries to be forwarded directly to KuwaitFMCInquiry@state.gov

G. SPECIAL REQUIREMENTS

G.1.0 RESERVED

G.2.0 INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	US\$ 10,000
Cumulative	US\$ 10,000
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	US\$ 30,000
Cumulative	US\$ 30,000

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.2.6 Defense Base Act (DBA) Insurance

The Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3 to employees assigned to this contract who are either United States citizens or direct hire. Total cost of DBA should be part of the Firm-Fixed-Price.

G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 SUPPLEMENTAL DOCUMENTS: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 LAWS AND REGULATIONS - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite

licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.4.4 All personnel working under this contract must be legally sponsored by the contractor or subcontractor prior the award of the contract. Therefore, interested offerors are required to submit in their proposal a list of workers and supervisors assigned to this project with a proof they are under the direct sponsorship of the contractor and/or subcontractor. Proposals received without this proof could be deemed as technically not acceptable and therefore, not eligible for award even if their price is the lowest.

G.4.5 Subcontractor qualifications to include but not limited to:

- a) Evidence that the subcontractor has an established business with a permanent address and telephone listing
- b) Evidence that the subcontractor has obtained all licenses, certification and permits required by local law to operate in the State of Kuwait. If subcontractor already possesses the locally required licenses and permits, a copy shall be provided in the English language

G.5.0 CONSTRUCTION PERSONNEL - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has 5 calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks might take up to 21 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Civil ID #

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on

site.

G.5.3 The Contractor shall always provide an English-speaking supervisor on site. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 SPECIAL WARRANTIES

G.7.1 "Contractor must provide a minimum of one year warranty on all materials and workmanship performed under this contract".

G.7.2 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.3 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](https://www.acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](https://e-cfr.com) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (JUN 2020)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (NOV 2021)
52.213-4	TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2022)
52.216-7	ALLOWABLE COST AND PAYMENT (AUG 2018)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2022)

- 52.222-50 COMBATING TRAFFICKING IN PERSONS (Nov 2021)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-4 WORKERS' COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (FEB 2021)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JUL 2000)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)
- 52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (*FEB 2002*)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-25 PROMPT PAYMENT (JAN 2017)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.233-1	DISPUTES (MAY 2014) Alternate I (May 2014)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-1	CHANGES – FIXED-PRICE (AUG 1987) Alternate III (Aug 1987)
52.243-4	CHANGES (JUN 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)

- 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-4 INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.246-26 REPORTING NONCONFORMING ITEMS (Nov 2021)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) Alternate I (Apr 2012)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

I. FAR CLAUSES INCORPORATED IN FULL TEXT.

- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Nov 2021)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

I. The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD
ISSUANCE PROCEDURES (Feb 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

- (3) Trenching or other excavation greater than one (1) meter in depth;
 - (4) Earth-moving equipment and other large vehicles;
 - (5) Cranes and rigging;
 - (6) Welding or cutting and other hot work;
 - (7) Partial or total demolition of a structure;
 - (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
 - (10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
 - (11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.
- (b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.
- (c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.
- (d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.
- (e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled “Accident Prevention Alternate I” shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

FAR 52.236-13 Accident Prevention (Nov 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will --

- (1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- (2) Avoid interruptions of Government operations and delays in project completion dates; and
- (3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall --

- (1) Provide appropriate safety barricades, signs, and signal lights;
- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of Clause)

Alternate I (Nov 1991). If the contract will involve (a) work of a long duration or hazardous nature, or (b) performance on a Government facility that on the advice of technical representatives involves hazardous materials or operations that might endanger the safety of the

public and/or Government personnel or property, add the following paragraph (f) to the basic clause:

(f) Before commencing the work, the Contractor shall --

- (1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and
- (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT
Attachment A	Statement of Work (SOW)
Attachment B	The Contractor's General Responsibilities for Embassy Managed Construction Projects
Attachment C	Definitions

J. QUOTATION INFORMATION

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must submit in their proposal the following volume(s) and must meet the following requirements:

All documents submitted as per the solicitation requirement MUST be in English and if documents (s) are issued by Kuwait Government or other entities, the original document MUST be provided with English translated copy. Documents that are not in English will be deemed not acceptable and won't be evaluated. Failure to provide any of the requested details/information listed below may be considered grounds for the proposal to be found technically not acceptable.

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Note: The pricing file format must be an editable format (word file)

Volume	Title	Ref. page in the submitted proposal
I	<ul style="list-style-type: none"> - Complete Blocks 14 through 20C of the SF-1442, "Solicitation, Offer and Award (Construction, Alteration, or Repair)" - Signed copy of any released amendments (If applicable) 	
II – Introduction	<ol style="list-style-type: none"> 1. Contractor's full name 2. Contractor must identify and include their Dun & Bradstreet (DUNS) Number; and 3. Must identify in their offer that they are fully registered in the System for Award Management (SAM) and their account is active. ONLY vendors with Active SAM will be eligible for awards that exceeds the US\$30,000 threshold 4. Name, telephone numbers and e-mail address of person(s) to be contacted for clarification or questions to the quote 5. Complete Section 5. Fill in and complete Provision 52.212-3 Offeror Representations and Certifications 	
III – Technical	<p>The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.</p> <ol style="list-style-type: none"> (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English; (2) Evidence that the offeror/quoter has an established business with a permanent address and telephone listing (3) Evidence that the offeror/quoter has obtained all licenses and permits required by local law to operate in the State of Kuwait. If offeror already possesses the locally required licenses and permits, a copy shall be provided in the English language (4) Proof that offeror is licensed, certified and qualified contractor in the same field or similar line of business (5) List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in the State of Kuwait then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with 	

	<p>the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:</p> <ul style="list-style-type: none"> • Quality of services provided under the contract; • Compliance with contract terms and conditions; • Effectiveness of management; • Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and • Business integrity / business conduct. <p>The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's quote. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.</p> <p>Provide the following information for each contract and subcontract:</p> <ol style="list-style-type: none"> Customer's name, address, and telephone numbers of customer's lead contract and technical personnel; Contract number and type; Date of the contract award place(s) of performance, and completion dates; Contract dollar value; Brief description of the work, including responsibilities; Comparability to the work under this solicitation; Brief discussion of any major technical problems and their resolution; Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.); Cost/price management history, including any cost overruns and under runs, and cost growth and changes; Percent turnover of contract key technical personnel per year; and Any terminations (partial or complete) and the reason (convenience or default). <ol style="list-style-type: none"> Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work; Provide list of equipment and workshop owned by the company The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section I). If offeror already possesses the locally required licenses and permits, a copy shall be provided. Interested offerors are required to submit in their proposal: <ol style="list-style-type: none"> Submit Activity Hazard Analysis & Accident Prevention plans 	
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	<ul style="list-style-type: none"> b) Submit a Safety Plan and Construction Accident Prevention Plan (CAPP) c) Project schedule/work plan showing work phasing and proposed daily progress d) Itemized costing (as outlined in the Scope of Work) e) Warranty requirements (as outlined in the Scope of Work) f) Requirements as stated as per attachment A (Scope of Work) and attachment B (POSHO Office – Contractor’s General Responsibilities for Construction Projects) g) Products samples and Products data (all sample of products/materials required for this project should be submitted for review and approval if requested in the Scope of Work. Product data/catalogs of products shall be provided when actual samples can’t be provided) h) Product data: for each type of product indicated, include technical data as outlined in the scope i) Bill of quantity/bill of materials (if requested in the Scope of Work) & itemized costing for each item as listed in the scope of work. <p>(9) All personnel working under this contract must be legally sponsored by the contractor and/or subcontractor prior the award of the contract. Therefore, interested offerors are required to submit in their proposal a list of workers and supervisors assigned to this project with a proof they are under the direct sponsorship of the contractor and/or subcontractor</p> <p>(10) Subcontractor qualifications to include but not limited to:</p> <ul style="list-style-type: none"> a) Evidence that the subcontractor has an established business with a permanent address and telephone listing b) Evidence that the subcontractor has obtained all licenses, certification and permits required by local law to operate in the State of Kuwait. If subcontractor already possesses the locally required licenses and permits, a copy shall be provided in the English language c) Proof that all workers are legally sponsored directly by the subcontractor d) List of workers and supervisors assigned to this project e) Subcontractor's insurance coverage <p>(11) Performance schedule in the form of a “bar chart” and Business Management/Technical Proposal</p>	
IV. PRICE	Price	

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of

this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

- (b) A site visit has been scheduled for July 20, 2022 @ 10:00am Kuwait local time. All security cleared attendees should be at the front gate of the USAGM, Kuwait Transmitting Station, Mutla at least 15 minutes earlier to allow security screening before site visit starts. Cellphones and any electronics are not allowed during the site visit.

Link for the Site Visit\address

location <https://goo.gl/maps/FwSc4Vfx3gNQhm429>

Note: To attend the site visit, all interested offerors (max two attendees per company) should send the following details on or before July 17, 2022, at 10:00 am Kuwait local time to all below email addresses:

Kuwait_Solicitation@state.gov

Nandana Chandraratne NChandraratne@usagm.gov

Joel Chintala JChintala@usagm.gov

Williams, Gy GWilliam@usagm.gov

1. Full name
2. Nationality
3. Civil ID number
4. NO access will be granted for participants that have Article/title 20 (Domestic Helper)

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be between \$25,000 and \$100,00

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (<i>OCT 2018</i>)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (<i>AUG 2020</i>)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (<i>APR 1991</i>)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (<i>NOV 2021</i>)

K. EVALUATION CRITERIA

EVALUATION OF PROPOSALS

K.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared following Section J and must meet all the requirements in the other sections of this solicitation. Failure to provide documents required could deem the proposal as technically not acceptable.

K.1.2. BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a licensed, certified, responsible contractor based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The evaluation process will follow the procedures below:

(a) Initial Evaluation

The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section J. The Government may eliminate proposals that are missing a significant amount of the required details/documentation

(b) Technical Acceptability

After the initial evaluation, the Government will review the remaining proposals to determine technical acceptability. Technical acceptability will include a review of offeror license and certification for primary and subcontractor (if applicable), the Proposed Work Information and required documentation described in Section J. Proposals without complete product data as listed in the scope of work shall be considered technically not acceptable. The Government may also contact references provided as part of the Experience and Past Performance information described in Section J to verify quality of past performance. The Government shall also review the current statement of offeror financial condition, certified by a third party. The end result of this review will be a determination of technical acceptability or unacceptability.

(c) The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) Adequate financial resources or the ability to obtain them;
- (2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) Satisfactory record of integrity and business ethics;
- (4) Necessary organization, experience, and skills or the ability to obtain them;
- (5) Necessary equipment and facilities or the ability to obtain them; and

(6) Otherwise qualified and eligible to receive an award under applicable laws and regulations.

(7) Financial Statement documentation listed in paragraph L.9

In addition:

The Government reserves the right to reject proposals that do not comply and provide necessary documentation required and are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.503.

RFQ - Renovation of USAGM Toilets

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government;

(e) Type of organization.

☐ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt):
- ☐ Corporate entity (tax-exempt):
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

L.2 FAR 52.204-8- ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 236118, _236220, _237110, _237310, _237990.

(2) The small business size standard is **\$36.5 Million USD.**

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

___ (i) [52.204-17](#), Ownership or Control of Offeror.

___ (ii) [52.204-20](#), Predecessor of Offeror.

___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

___ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

L. 3 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

L.5. 52.225-18 PLACE OF MANUFACTURE (AUG 2018)

(PLACE OF MANUFACTURE (AUG 2018))

(a) *Definitions.* As used in this provision—

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) FPSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(End of provision)

L.6 AUTHORIZED CONTRACTOR ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

L.7 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended.
- (b) Certification. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

L.8 52.228-17 INDIVIDUAL SURETY—PLEDGE OF ASSETS (BID GUARANTEE).
(FEB 2021)

(End of provision)

L.9. 52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

Attachment A
U.S. EMBASSY - KUWAIT
STATEMENT OF WORK
FOR CONSTRUCTION SERVICES

Renovation of USAGM Toilets

1. INTRODUCTION

- I.** USAGM has a requirement to renovate male and female toilets according to the SOW. The contractor is required to submit a plan to renovate toilets that includes the cost of all labor, tools, equipment, and materials. A site visit on July 20, 2022 @ 10:00am Kuwait local time to allow all interested parties an opportunity to assess the site and work required. Submissions must contain all costs and a complete work plan and chronogram covering the duration of the project.

2. GENERAL REQUIREMENTS

- I.** The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and a set performance period. The period of performance for the project shall not exceed the time period included in the accepted proposal. Work shall be performed during regular Embassy operational hours. The Contractor shall not have access to the building interior except with permission by the Embassy.

3. SCOPE OF WORK:

- I.** The Contractor shall be required to prepare his own Bill of Material (BOM) and Bill of Quantity (BOQ) from the site visit. The contractor shall verify the quantity, specifications and sizes of items mentioned in the SOW during the site visit. Costs shall be listed per industry standard measurements and indicated quality control standards. These documents shall provide the necessary interfaces, coordination, and communication between the Embassy and Contractor for the delivery of the completed project. The BOM shall list the materials in sufficient detail and specifications, along with presented samples, so that the Embassy shall be able to approve the use of all materials.
- II. Logistics-** USAGM has limited space available for storage and staging of materials and equipment. Contractor shall plan to have materials and equipment delivered just prior to being needed. Contractor should plan to remove unneeded equipment as quickly as possible. Contractor shall provide all materials, labor and equipment necessary to complete the project.
- III. Materials and Equipment-**All Materials and equipment required for the satisfactory completion of the project shall be considered to be included and accounted for by the contractor.
- IV. Labor-**All Labor required for the satisfactory completion of the project shall be

considered to be included and accounted for by the contractor.

4. WORK REQUIRED TO BE COMPLETED

- I. General**-The work required is outlined below and is not limited to the following:
Provide all necessary labor, equipment, tools, and materials to renovate male and female toilets at USAGM

Toilets Renovation (Male)

This project calls for the complete renovation of the men's washroom, approximate dimensions 13 sq. meters. Two wash basin, two commodes, two urinal bowls, one shower cubicle with hot/cold water faucets.

- Remove and dispose all tiles and other items from the toilet floors and walls. Prepare and level the surface/wall and supply and install new tiles as per approved samples; tiles should be made in USA/Spain/Italy. Grout and grout sealer shall be good quality, made in USA/Spain/Italy. The grouting should have a smooth finishing and should match with the tiles.
- Approximate sizes 2 m x 1.5 m x 2.8m each closed toilet.
- The contractor shall ensure not to damage the existing drain clean out system on the floors while removing the floor tiles. The system shall remain as it is on the floor and shall be leveled with the new floor tiles when installed.
- Replace existing false ceiling with new system. Supply and install new grids and tiles for false ceiling. Ceiling tiles and grid to be high quality aluminum rust/weatherproof as per approved sample.
- Supply and install exhaust system – as per approved sample. The grill should match with the ceiling grid and tiles.
- Remove existing toilet pots. Supply and install new pots (2 nos.) with water hose sprinklers made in USA/Germany/Italy. All associated modification work to securely install the pot and flush system shall be carried out by the contractor.
- Remove existing two urinals, supply and install new urinals with auto flush; shall be made in USA/Germany/Italy.
- Install a new shower area with fixtures, as per existing size on the side.
- Remove existing sink, P traps and other plumbing accessories. Supply and install new Sink (2 nos.), P traps and other accessories as per approved samples, made in USA/Germany/Italy.
- Install two auto faucets as per approved samples,
- Supply and install LED 2ft x 2ft (4 Nos) lighting panels with new switch to be in a single motion/passive infrared sensor with integral toggle override switch/button, Made in USA/Germany/Italy or UL/CE certified. Contractor shall de-design room lighting to ceiling LED panel lights and four additional 13 Amp electrical outlets. Contractor shall supply and install all required plumbing with a hot water geyser
- Remove existing two mirrors and replace with new, high quality with steel frame.
- Install new soap, tissue and toilet paper dispensers, toilet roll holder and steel grab bars
- Replace the drain covers with similar quality drain covers or sandblast to remove all rust and re-galvanize the existing the drain cover to give brand new look.

Toilets Renovation (Female)

This project calls for the complete renovation of the Female washroom, approximate dimensions 10 sq. meters. One wash basin, one commode, one shower cubicle with hot/cold water faucets.

- Remove and dispose all tiles and other items from the toilet floors and walls. Prepare and level the surface/wall and supply and install new tiles as per approved samples; tiles should be made in USA/Spain/Italy. Grout and grout sealer shall be good quality, made in USA/Spain/Italy. The grouting should have a smooth finishing and should match with the tiles.
- Approximate sizes of the closed toilet needs to be 2 m x 1.5 m x 2.8m.
- The contractor shall ensure not to damage the existing drain clean out system on the floors while removing the floor tiles. The system shall remain as it is on the floor and shall be leveled with the new floor tiles when installed.
- Replace existing false ceiling with new system. Supply and install new grids and tiles for false ceiling. Ceiling tiles and grid to be high quality aluminum rust/weatherproof as per approved sample.
- Supply and install exhaust system – as per approved sample. The grill should match with the ceiling grid and tiles.
- Remove existing toilet pot. Supply and install new pot (1 nos.) with water hose sprinklers made in USA/Germany/Italy. All associated modification work to securely install the pot and flush system shall be carried out by the contractor.
- Install a new closed shower area with fittings, as per existing size on the side.
- Remove existing sink, P traps and other plumbing accessories. Supply and install new Sink, P traps and other accessories as per approved samples, made in USA/Germany/Italy.
- Install new auto faucets as per approved samples,
- Supply and install LED 2ft x 2ft (3 Nos) lighting panels with new switch to be in a single motion/passive infrared sensor with integral toggle override switch/button, Made in USA/Germany/Italy or UL/CE certified. Contractor shall de-design room lighting to ceiling LED panel lights and four additional 13 Amp electrical outlets. Contractor shall supply and install all required plumbing with hot water geyser
- Remove existing mirrors and replace with new, high quality with steel frame.
- Install new soap, tissue and toilet paper dispensers, toilet roll holder and steel grab bars
- Replace the drain covers with similar quality drain covers or sandblast to remove all rust and re-galvanize the existing the drain cover to give brand new look.

It is the contractor's responsibility to verify exact dimensions and measurements during the site survey.

The worksite area has electrical piping/cabling. The contractor must verify all electrical piping/cabling before starting the demolition works and shall be responsible for any damages to electrical/ network cabling.

Samples of fittings, taps and floor tiles, ceiling tiles, mirror, wall paint color and electrical accessories must be submitted for approval prior to the installation. All sample of products/materials used for this project should be submitted for review and approval. Product data/catalogs of products shall be provided when actual sample can't be

provided. Proposals with in-complete product data/catalogs will not be technically acceptable

Any damages caused to the adjacent locations, areas, items (Equipment, Doors, building etc.) have to be restored to its original conditions by the contractor

General cleaning on daily basis and final cleaning on completion as appropriate.

- II. Work Plan-** The contractor must submit a work plan showing how the work above the pool will be performed. Any platforms, supports, and scaffolding must meet international safety standards. Contractor must protect the patio surface, pool interior, and grounds. Contractor will be responsible to restore and repair any damage caused by contractor's employees or through contractor's actions. Contractor must supply all workers with required Personal Protective Equipment to be included, but not limited to hard hats, safety glasses, gloves, safety boots, anti-fall protection, and hearing protection. Contractor is also required to ensure that all workers have access to drinking water.
- III. Cleaning-** Work area must be always maintained in a neat and safe condition. Contractor will remove all trash and debris daily. Contractor is responsible to clean and restore area to the same condition prior to start of project. The contractor shall use drop clothing for the pool tiles and other areas as appropriate to protect the tiles or surfaces. Contractor will be required to clean, repair, or replace any damaged property.
- IV. Warranty-** Contractor must provide a minimum of one year warranty on all materials and workmanship performed under this contract.

5. Document Submission Criteria for Selection

The contractor is required to include in the proposal-

- i.** Material samples or manufactures specification sheets of all products used for this project.
- ii.** Detailed workplan.
- iii.** Warranty compliance as per SOW.
- iv.** Safety policy and accident prevention plan.
- v.** Documentation of ability to perform required work to include list of similar projects completed in the past 5 years.
- vi.** Company registration documents and business license in English.
- vii.** Biodata on company owners and senior personnel involved in the project.
- viii.** Itemized bill of materials showing costs for all materials, labor, and equipment.

6. CONTRACT ADMINISTRATION:

- I.** The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.
- II.** The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at any time and place during the term of the contract. The Embassy's Contracting Officer (CO), Contracting Officer's Representative (COR), the Post's Occupational Safety & Health Officer (OSHO), or Facility Manager (FM) can request or perform quality assurance inspections [QAI] or tests at any time during the project to confirm that work being performed in accordance with the SOW.

7. RESPONSIBILITY OF THE CONTRACTOR:

- I.** The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in provided services to the satisfaction of the Embassy's CO, COR, and OSHO.
- II.** The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager shall speak English.
- III.** The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the Embassy.
- IV.** The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this SOW.

8. CONSTRUCTION REQUIREMENTS

- I.** The Contractor shall be responsible for all required materials, equipment, and personnel to manage, administer, and supervise the renovation of male and female toilets. All workmanship shall be of good quality and performed in a skillful manner as determined by the Embassy.
- II.** All materials incorporated into the project shall be new. The Contractor shall transport and safeguard all materials and equipment required for construction.
- III.** The Contractor shall always keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition

acceptable to the Embassy.

9. DELIVERABLE SCHEDULE

The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion including final cleanup and reinstatement disturbed structure/landscaping on the premises within the period specified.

Milestones:

Site Visit	July 20, 2022 @ 10:00am Kuwait local time
Award	Tentative: August 25, 2022
Pre-construction Submittals	Within 3 days of award
Construction Begins	As per Notice to Proceed
Final Cleanup Begins	3 days prior to Completion
Construction Completion	30 working days

10. GENERAL INFORMATION, SAFETY, & MATERIAL STORAGE

- I.** All work will be done during working days, Sunday to Thursday, 0800-1530, unless alternate work hours have been approved in writing by the by the Embassy's Contracting Officer, Contracting Officer's Representative (COR).
- II.** Work will be done in an efficient, safe, and professional manner. Contractor will ensure that tools and equipment are properly maintained at all times, have all safety attachments and guards in place, and only used by qualified personnel. If the Embassy's Contracting Officer, Contracting Officer's Representative, the Post's Occupational Safety & Health Officer, or Facility Manager or his authorized representatives observe unsafe work practices or equipment they will order work to stop until the unsafe conditions are corrected.
- III.** Safe work practices must be adhered to and always followed. Contractor is responsible to always maintain a safe work environment (see attached safety documentation). All workers must wear appropriate safety personal protective equipment to include safety shoes, safety, glasses, safety masks, head protection, body harness etc. Workers without appropriate safety gear will not be permitted to work at the Embassy.
- IV.** The worksite and material storage area must be secured to prevent unauthorized personnel access. Contractor must keep the work-site clean during the project and remove all debris and refuse at the end of each workday. The contractor shall never leave power equipment unattended without disconnecting them from their power source. Tools and materials shall be inspected by the Embassy's

Contracting Officer, Contracting Officer's Representative, the Post's Occupational Safety & Health Officer, or Facility Manager or his/her authorized representatives. Any unsafe tools or equipment will not be allowed to be used until repaired. All tools and equipment must be securely stored in the location designated by the Embassy's Contracting Officer, Contracting Officer's Representative, the Post's Occupational Safety & Health Officer, or Facility Manager.

11. INSPECTION & ACCEPTANCE

- I.** The project, services being performed, and materials/supplies used to accomplish the project will be inspected by the Embassy's Contracting Officer, Contracting Officer's Representative, the Post's Occupational Safety & Health Officer, or Facility Manager or his authorized representatives, to determine that all the work is carried out in a satisfactory manner and that all the materials used to complete the project are acceptable quality and standard. The contractor shall be responsible to immediately remedy any unacceptable work or conditions within the scope of work of this project.

END OF STATEMENT OF WORK

Attachment B

U.S. EMBASSY-KUWAIT **FACILITY MANAGEMENT** **THE CONTRACTOR'S GENERAL RESPONSIBILITIES** **FOR EMBASSY MANAGED CONSTRUCTION PROJECTS**

1. PURPOSE

To notify the contractors of their general responsibilities related to Safety and Health for the Embassy managed construction projects as listed as below:

{Project - Renovation of USAGM Toilets}

Extra or different requirements will be established directly by the Contracting Officer's Representative (COR) or the Post Occupational Safety and Health Officer (POSHO) to ensure all safety requirements are followed and to share any related information as required. All contractor personnel shall meet contract specifications. The COR or POSHO or his authorized designee can stop any work in case safety guidelines are not followed.

2. GENERAL

The following is required by the contractor and their sub-contractors:

- 2.1. The contractor must demonstrate understanding of his responsibilities related to the safety requirements by addressing hazards in the planning processes and preconstruction meetings.
- 2.2. Prior to starting a project, the contractor is required to review the work site and identify hazards that may occur while performing the job.
- 2.3. Prior to starting a project, the contractor shall contact the CO or COR to ensure that they have received all pertinent information for the project including requirements for permits, floor plans, utility information, asbestos, lead based paint, and other hazardous materials.
- 2.4. Per Embassy policy, the contractor must provide their workers with safe and healthful conditions of employment.
- 2.5. The contractor is expected to provide a "competent person" to implement the site health and safety plan and to oversee its compliance. A competent person is an individual who, by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions. The person assigned to oversee the project shall speak English. The contractor shall complete the attached hazard analysis form wherever necessary.
- 2.6. The contractor shall be responsible for the removal and/or disposal of hazardous waste generated from the project. Hazardous waste generated from the project must be removed and disposed of in accordance with the Department's Hazardous Waste Management Policy as well as local laws and regulations (Policy attached).
- 2.7. The contractor shall ensure proper safety, health, and environmental requirements of EM 385-1-1 (U.S. Army Corps of Engineers Safety & Health Requirements Manual) applicable to their project are followed.

- 2.8. The contractor shall ensure individuals working at the site are trained and are aware of potential hazards. The contractor shall ensure that these individuals are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract.

3. BARRICADING AND FENCING

The contractor has the responsibility to maintain a safe and accessible path-of-travel for all pedestrians, including those with disabilities. Barricades act as warning devices, alerting others of the hazards created by construction activities, and should be used to control vehicular and pedestrian traffic safely through and around the work site.

The contractor is required to:

- 3.1. Erect and maintain for the duration of the contract proper barricades, including fencing material, traffic cones, caution tape, and temporary curb ramps complying with all access codes and regulations at all closed crosswalks and existing closed curb ramps.
- 3.2. Obtain all applicable permits required by the regulations.
- 3.3. Furnish, erect, and maintain all necessary signs, barricades, lighting, fencing, bridging, and flaggers that conform to the requirements set forth by Occupational Safety and Health Administration (OSHA).
- 3.4. Ensure that no construction materials are stored and/or placed on the path-of travel.
- 3.5. Maintain the construction barriers in a sound, neat, and clean condition.
- 3.6. Not occupy public sidewalks except where pedestrian protection is provided. The contractor shall not obstruct free and convenient approach to any fire hydrant, alarm box, or utility box.
- 3.7. Remove barriers and enclosures upon completion of the work in accordance with applicable regulatory requirements and to the satisfaction of the owner.
- 3.8. Provide protection for pedestrians consistent with all local codes, including the Americans with Disabilities Act (ADA) that can be read at <http://www.ada.gov/pubs/adastatute08.htm#top>

4. HAND AND POWER TOOL SAFETY

The contractor has the responsibility to provide safe working conditions of tools and equipment.

The contractor is required to:

- 4.1. Ensure the safety of tools and equipment used by its workers.
- 4.2. Inspect at regular intervals and maintain in good condition all tools in accordance with the manufacturers' specification.
- 4.3. Ensure that all operating and moving parts operate and are clean.
- 4.4. Require that appropriate personal protective equipment be worn for hazards that may be encountered while using portable power tools and hand tools.
- 4.5. Ensure that tools are used for their intended purposes.
- 4.6. Ensure that all workers receive instruction on regulations and the safe use of each power tool.
- 4.7. Provide owners' manuals including manufacturer's specifications and suggested work practices and make the manuals available upon request to all workers required to use the equipment.

5. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Purpose: To inform contractors of their responsibilities under the Embassy's personal protective equipment standard while performing work at the Embassy.

Contractors are required to comply with the following provisions:

- Protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be used wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation, or physical contact.
- Each affected worker shall use appropriate eye or face protection when exposed to eye or face hazards from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation.
- Each affected worker shall use appropriate respiratory protection when potentially exposed to air contaminated with harmful dusts, fogs, fumes, mists, gases, smokes, sprays, or vapors and when such hazards cannot be reduced or eliminated by effective engineering controls.
- Each affected worker shall wear protective helmets when working in areas where there is a potential for injury to the head from falling objects. Protective helmets shall also be worn to reduce electrical shock hazards when near exposed electrical conductors which could contact the head.
- Each affected worker shall wear protective footwear when working in areas where there is a danger of foot injuries due to falling and rolling objects, or objects piercing the sole, and where such worker's feet are exposed to electrical hazards.
- Each affected worker shall wear protective ear wear whenever noise exposures equal or exceed an 8-hour time-weighted average sound level (TWA) of 80 decibels and when engineering controls cannot reduce or eliminate the hazard.
- Each affected worker shall wear protective gloves when working in areas where hands are exposed to hazards such as those from skin absorption of harmful substances; severe cuts or lacerations; severe abrasions; punctures; chemical burns; thermal burns; and harmful temperature extremes.
- Contractors shall provide training and upon completion, each worker shall be tested, and certified in writing by the trainer. If at any time the trained worker changes work activities requiring different PPE, or exhibits lack of understanding of the required PPE, the worker shall be re-trained and re-certified.

6. NOISE

Purpose: To inform contractors of their responsibilities to their workers and the Embassy community with respect to construction generated noise pollution. Embassy may impose additional time limitations on particular projects expected to make noise.

Use for any construction project that generates noise; the Contractors are required to:

- Identify noisy equipment and noisy operations and plan their work to provide maximal noise protection to workers and the community.
- Schedule noisy operations during off hours if possible. Noisy construction or demolition can be performed only during the hours of 7:00 am through 7:00 pm on weekdays, and the generated noise cannot exceed 80 dB except for pile driving.
- Provide a plan for how a contractor will comply with these regulations to the COR or POSHO in advance of the project.
- Erect barriers to isolate occupied space from noisy operations when required.
- Implement a hearing conservation program when workers are exposed to 80 dB or more in an 8 hour day. These programs include annual audiometric testing and require hearing protection devices, such as earplugs.
- Implement engineering or administrative noise controls when exposure exceeds 85 db. Engineering controls include redesigning the space to reduce machinery noise, replacing machinery with quieter equipment, enclosing the noise source, or enclosing the noise receiver. Administrative controls include mandating the length of time an employee can be exposed to a particular noise source.

7. FALL PROTECTION

The contractor has the responsibility to provide safe conditions when performing work at elevated surfaces (unguarded locations above six feet) at Embassy. Such locations may include but are not limited to the following:

- Portable and fixed ladders
- Aerial lifts
- Scaffolds
- Roofs
- Elevated work locations and platforms

The contractor is required to:

Contractors are required to:

- Reduce the hazards associated with falls.
- Control fall hazards first through engineering controls.
- Institute personal fall arrest systems, administrative controls, and training when engineering controls are not feasible.
- Have a formal fall protection program in accordance with OSHA requirements or equivalent as determined by the POSHO
- Have the necessary fall protection equipment to safely perform the job.
- Have workers properly trained in the use of fall protection equipment.

- Have supervisors (or competent personnel) who ensure the use of fall protection equipment as required.

8. SCAFFOLDING

Purpose: To inform contractors of their responsibilities when using, erecting and breaking down scaffolding.

Contractors are required to:

- Understand and comply with the Post's Contractor Safety Program and propose scaffolding structure that is equivalent to those required by OSHA or accepted by POSHO or COR.
- Ensure all employees have received training in the use of scaffoldings.
- Contact the COR or POSHO with questions regarding safety and required precautions.

Contractors are also required to ensure that scaffoldings are:

- Erected and dismantled by competent workers, under the supervision of knowledgeable and experienced supervisors.
- Erected on sound and rigid footing, capable of carrying the maximum intended load without settling or displacement.
- Securely fastened with all braces, pins, screw jacks, base plates, and other fittings installed as required by the manufacturer.
- Limited to authorized personnel only, especially after working hours.
- Equipped with standard guardrails and toe boards on all open sides and ends of platforms four (4) to ten (10) feet in height.
- Provided with a screen with maximum ½ inch openings between the toe board and the guardrail, where persons are required to work or pass under the scaffold.
- Replaced or repaired immediately if scaffolding and accessories have any defective parts.
- Provided with an access ladder or equivalent safe access.

The contractor shall ensure that the planking be:

- Scaffold grade or equivalent.
- Overlapped a minimum of 12 inches or secured from movement.
- Extended over their end supports for less than 6 and never more than 12 inches.

9. HAZARDOUS WASTE MANAGEMENT

Purpose: To inform contractors of their responsibilities under Department's Hazardous Waste Management Program when handling, storing, transporting, and disposing of hazardous wastes generated at the Embassy.

The hazardous wastes associated with the construction including but not limited to: adhesives, cements, lubricants, spill residues, used oil, cleaning supplies, solvents, paints, paint thinners, empty cylinders, pipes, and drywalls are generated.

Contractors are required to:

- Identify any potential hazardous wastes associated with the planned work activity prior to commencing work

- Implement their own hazardous waste and employee training programs for the specific materials identified.
- Ensure no wastes are abandoned in place.
- Notify the COR or POSHO prior to the transportation, handling, storage, and disposal of all solid and hazardous wastes potentially generated as part of the proposed work activities.
- Comply with all local and Department's Hazmat and Environmental Services policies and procedures.
- Forward copies of all transportation, handling, storage, and disposal records including but not limited to Hazardous Waste Manifests, DOT Permits, and Disposal or Recycling certificates to the COR.

10. HAZARD COMMUNICATIONS

Purpose: To inform contractors of their responsibilities under the Department's hazard communication policy regarding potentially hazardous materials present on construction sites and in posts buildings.

Contractors are required to:

- Maintain an effective hazard communication program.
- Ensure that COR or POSHOs disclose known site-specific hazards such as the presence of chemical, radiological, or biological materials to post managed construction contractors.
- Maintain and have accessible copies of Safety Data Sheets (SDSs or equivalents) for hazardous chemicals brought onto Embassy property.
- Forward SDSs of hazardous materials (that produce strong odors) to the COR or POSHO for review.
- Use and store all hazardous or flammable chemicals, liquids, or gases brought onto the project site in approved containers conforming to Embassy's and applicable local regulations.
- Secure permits, if applicable, for the temporary storage of hazardous materials on the project site.
- Ensure that spills of hazardous materials are contained and cleaned-up immediately and that all necessary means and materials are maintained at the work site to accomplish this task.
- Notify the COR or POSHO immediately of a hazardous material spill.
- Report to COR or POSHO immediately the discovery of any hazardous materials which has not been rendered harmless.

11. ELECTRICAL SAFETY

Purpose. To inform contractors of their responsibilities when performing work that may impact electrical systems on embassy properties.

Such activities include, but are not limited to:

- Installation of electrical systems, components, machinery, and equipment.
- Alterations of electrical systems, components, machinery, and equipment.
- Maintenance of existing systems and equipment.
- Demolition of existing systems.
- Temporary planned outages.
- Tests and diagnostics.

Contractors are required to:

- Identify any potential sources of electrical energy likely to cause death, injury, or serious physical harm.
- Notify the COR or POSHO and the Project Manager of impact activities prior to the start of work.
- Coordinate planned outages with COR or POSHO and the Project Manager.
- Ensure all workers performing impact activities have received sufficient training in compliance with Embassy's, Department's and local regulations.
- Ensure all workers are provided adequate personal protective equipment as required by the regulations mentioned below.
- Ensure all work is performed in accordance with the guidelines of federal and local regulations list below:
- Follow Lock-Out/Tag-Out procedures for the Control of Hazardous Energy as specified in the OSHA 29 CFR 1910.147 Standard, and in the Embassy's Lock-Out/Tag-Out program.

12. LOCKOUT / TAGOUT

Purpose: To inform contractors of their responsibilities when performing lockout/tagout activities at Embassy to ensure all persons potentially affected by de-energizing or re-energizing of building systems are properly protected and notified.

This is required when electrical, pneumatic, mechanical, thermal, hydraulic, and chemical energies are found that must be controlled to prevent serious or fatal injuries.

Contractors are responsible for the following:

- Having a lockout/tag out program prior to performing work.
- Having trained workers prior to performing work.
- Understanding and complying with the Embassy's lockout program.
- Informing the COR and POSHO if their program deviates from the Embassy program.
- Coordinating with the COR and POSHO prior to performing lockout/tag out activities.
- Providing their own lockout/tag out equipment that meets OSHA standards.
- Performing lockout/tag out activities in accordance with OSHA standards.
- Following special procedures for jobs requiring multiple lockout devices and those involving shift or personnel changes.

The contractors will not be permitted to work on any energized circuits while working in any embassy managed projects.

13. HOT WORK PERMIT

Purpose: To inform contractors of their responsibilities when performing hot work activities at the Embassy. The hot work permit is designed to reduce the potential of an uncontrolled ignition of materials in a hot work area.

This is required when contractor's work involves heat, flame, sparks, or smoke. Examples of hot work include but are not limited to brazing, cutting, grinding, soldering, gas or arc welding, and torch-applied roofing. Hot work permits are not required during the construction of new facilities or renovations of unoccupied existing facilities.

Contractors must be responsible for the following:

- Understanding and complying with the Embassy hot work permit program.
- Having trained workers and approved fire prevention equipment on site prior to performing work.
- Obtaining a hot work permit from the COR or POSHO prior to the hot work activity within occupied existing facilities, 40 feet of a building or potential hazard such as a fuel storage tank, and confined spaces regardless of location.
- Coordinating with the COR or POSHO the temporary shutdown of localized fire systems to prevent possible fire alarm activation and disruption of normal business operations.
- Posting the hot work permit at the job site in an accessible and conspicuous location.
- Submitting the hot work permit to the COR or POSHO at the completion of the activity.
- Conducting their hot work activities in a sound fire safe manner and following the precautions outlined on the hot work permit.
- Assuring that a firewatcher remains on the job for 60 minutes after the completion of the hot work.

14. TRENCHING AND EXCAVATIONS

Purpose: To inform contractors of their responsibilities while performing trenching and excavation operations at Embassy. This is required when drilling, digging, and trenching are performed. Contractors must apply the following safety controls:

- Before any excavation work begins, underground utilities shall be identified and the location marked of underground pipes, electrical conductors, any other structures.
- Evaluation is required of the trenching site by a "competent person" who knows and is trained to identify soil types, proper protective systems, and hazardous conditions.
- Contact local authorities for procedures and notification requirements.
- Conduct a daily inspection of the excavation and the adjacent areas prior to work and as needed during the workday. If there are any unsafe conditions, work shall stop in the excavation and personnel removed until the problems are corrected.
- Monitor and recognize hazardous atmospheres and conditions such as vibration, external loads, weather conditions, ground water conditions, and confined spaces.
- Check all protective material or equipment for any damage.
- When excavations are deeper than 4 feet, ladders or steps shall be located so that a worker does not need to travel more than 25 feet in the excavation before being able to exit. See

OSHA's confined space standard 29 CFR-1910.148 for testing before workers enter excavations greater than 4 feet in depth.

- Each worker in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with OSHA Standard 1926, Subpart P.
- Examination of the ground by a competent person for excavations less than five (5) feet in depth must present no indication of a potential cave-in hazard. If a cave-in hazard exists, protective systems are required.
- When excavations are deeper than five (5) feet, the sides shall be provided with a protective system (shored, braced, or sloped sufficiently) to protect against hazardous ground movement.
- When heavy equipment will be operated nearby, the shoring or bracing shall be able to withstand this extra load regardless of the depth of the excavation. For any excavation that a person will enter, all dirt, debris, and excavation material shall be effectively stored or retained at least two (2) feet from the edge of the excavation.
- Adequate protection from hazards associated with water accumulation should be in place before working in excavations.
- Signs and Barricades shall be displayed at all excavation/trenching sites.
- All excavations into which a person could fall or trip shall be guarded. While work is being performed in or near the opening, the guards surrounding the area shall be maintained.
- Barricades at least 3 to 5 feet high shall be spaced no further than ten (10) feet apart and yellow and black "Caution, Do Not Enter" construction tape shall be stretched securely between the barricades.
- A registered professional engineer (or equivalent) shall design excavations more than twenty feet deep.
- Excavations should be covered and not left open overnight.

15. POWERED INDUSTRIAL LIFT TRUCKS

Purpose: To inform contractors of their responsibilities with respect to industrial lift trucks, their operations and maintenance.

This is required when contractor uses fork trucks, tractors, platform lift trucks, motorized hand trucks, and other specialized industrial trucks powered by electric motors or internal combustion engines.

Contractors are required to ensure:

- Vehicles are inspected daily at the beginning of the work shift. Inspections must be documented and made available upon request.
- Workers obey all safe operating procedures.
- Powered industrial lift truck drivers shall be trained by a competent person for each type of equipment they operate at a level equivalent to the OSHA requirements.
- Any power-operated industrial truck not in safe operating condition shall be removed from service.
- Only authorized personnel shall make all repairs.
- Only parts equivalent to those used in the original design shall replace all parts of any

such industrial truck requiring replacement.

- No passengers are allowed to ride on a powered industrial truck. No person shall be allowed to stand or pass under the elevated portion of any truck, whether loaded or empty.
- Unauthorized personnel shall not be permitted to ride on powered industrial trucks.
- Operators will sound the horn and use extreme caution when meeting pedestrians, making turns, and traveling through doors.
- When loading trailers, dock plates will be used. Operators will assure dock plates are in good condition and will store on edge when not in use.
- Operators are instructed to report all accidents, regardless of fault and severity.

16. LEAD-BASED PAINT

Purpose: To inform contractors of their responsibilities under the Embassy's Lead Management Program and to provide guidelines to contractors who may potentially impact lead-based paint at the Embassy. These are not specifications for lead-based paint abatement.

This is required when Embassy managed construction involves manipulation and/or demolition of painted surfaces.

Contractors are required to:

- Request from the Project Manager or the COR the location of lead-containing building materials in the work area.
- Provide COR or the CO with lead-safe work practices pertaining to the project.
- In the event that lead-based paint is impacted, take all necessary precautions to protect Embassy employees, families, and visitors from the exposure to lead dust or contamination. Such measures may include using plastic sheeting to isolate the work area, using wet techniques, and/or using a HEPA vacuum.
- Ensure that construction dust does not enter occupied space, HVAC system, or other work areas.

17. CONFINED SPACE ENTRY

Purpose: To inform contractors of their responsibilities during confined space entry activities at the Embassy. Confined space is defined as any space that:

- (1) Is large enough and so configured that an employee can bodily enter and perform assigned work; and
- (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry.); and (3) Is not designed for continuous employee occupancy.

Use anytime you may have confined space in your construction project. Types of confined space entries may include but are not limited to: telecommunication manholes, HVAC systems, sewer manholes, sewage ejection chambers, steam manholes, crawlspaces, boilers, tanks, and water-meter manholes.

The contractor is required to:

- Identify permit-required confined spaces.
- Evaluate each confined space for the following:
 - Presence of explosive gases equal to or greater than 10% of lower explosive limit (LEL).
 - Oxygen Deficiency and Oxygen Enriched Atmospheres
 - Concentrations of Carbon Monoxide and Hydrogen Sulfide.

- Electric shocks, burns, walking/working surfaces, heat stress, noise hazards, and/or any other recognized hazard.
- Control potential hazards with the following measures:
- Mechanical – Use proper lockout/tag out procedures when needed to prevent hazards within the confined space
- Ventilation – If exposed to harmful vapors or an oxygen deficient atmosphere exists; a ventilation fan shall be used for the duration of the job.
- Slips and fall – Use caution if shoes and /or ladders are wet or oily. Inspect shoes prior to entry.
- Burns and Heat Stress – The use of a ventilation fan will provide cooler temperatures. Use caution around hot equipment and avoid overexertion within the space. Take frequent breaks if needed.
- To prevent an explosion, do not use equipment that may cause flame or sparks in an oxygen-enriched atmosphere.
- Personal protective equipment (goggles, gloves, dust mask, respirator) shall be worn when a potential hazard exists.
- Coordinate entry operations when workers are working in or near the area.
- Inform the CO or POSHO of entry procedures that will be followed and of any hazards identified or created.
- Provide documentation of their company's entry procedures to CO or POSHO before work begins.
- Provide rescue operation procedures.

Confined space entry work permit shall be obtained from POSHO or COR prior to entering any confined spaces.

18. INDOOR ENVIRONMENTAL QUALITY

Purpose: To inform contractors of their responsibility to minimize the impact construction-related activities have on indoor environmental quality at the Embassy.

Contractors are required to:

- Ensure that no dust, vapors, and fumes are released into the occupied space during sanding, grinding, roofing, flooring, painting, welding, cutting, jackhammering, and demolitions.
- Use HEPA filtered equipment to provide negative pressure or to minimize recirculation of contaminants.
- Implement engineering controls, such as dilution or local exhaust ventilation and isolation of mechanical systems.
- Install critical barriers made of polyethylene sheeting on doors, windows, vents, etc. in order to isolate the specific work area.
- Minimize dust, use wet methods when appropriate.
- Have trained workers and approved equipment on site prior to performing work.
- Use the least toxic material suitable for the application (for example, latex paint rather than oil-based). Products containing solvents and those that emit gases and vapors must be submitted to the COR or POSHO review and approval prior to use.

- Communicate with COR or POSHO to implement effective strategies (for example, working off hours) to minimize occupant exposure.
- Relocate sources of contamination (for example, a diesel generator or tar kettle) away from the building air intake.

19. ADDITIONAL NOTES

The COR will work directly with the contractors ensuring that they follow all required safety guidelines, and in case any deficiency is found during the QA/QC/Safety inspections, the projects can be stopped by the COR until the condition is remediated. During the jobs if any different work conditions appear, the COR can indicate further safety requirements to the contractor. The COR will work with the POSHO in order to guarantee all required safety procedures are followed.

ESCORTING OF LOCAL CONTRACTORS:

Proper escorting procedures will be briefed and must be approved (in advance) by the COR or RSO prior to starting the project. The contractors must follow all escorting requirements as advised by the COR. Contractors must participate in all Embassy security/fire drills while working in the embassy compound.

HOT WORK PERMITS:

Any grinding, welding, brazing, torch cutting, soldering, or any work with Fire Hazard requires a Hot Permit from the COR, POSHO or FAC.

Any work with toxic materials or any material that can cause discomfort, harm, or injury to tenants must also require prior permit from the COR or the POSHO.

JACK HAMMING OR CHIPPING:

Any work that involves continuous noise that will disrupt Embassy operations must have prior approval from the COR or be performed after normal business hours.

PROTECTION OF GOVERNMENT PROPERTY:

Proper procedures shall be used at all times when work is being conducted at the Embassy properties to protect existing building systems, finishes, and equipment.

SUMMER OUTSIDE WORKING POLICY:

The Embassy has a summer outside work policy during summer season; the contractor must adhere to this policy. During the summer season at any given time when the outside temperature exceeds 48°C (118°F), performing manual labor tasks outside in direct sunlight between the hours of 11:00 am and 4:00 pm is prohibited. Short periods of outside work (for example, loading or unloading supplies) must not extend beyond 30 minutes during these hours.

SMOKING:

U.S. Government policy prohibits all smoking from inside any U.S. Government property, including the rooftop or within 25 feet of a U.S. Government building. Embassy has only two designated smoking areas; the workers may use these areas for smoking.

WORK SITE MISHAP/INJURY REPORTING:

Contractors must report all work-related injuries/mishaps to POSHO, COR, or his authorized representative as soon as it occurs.

SUBCONTRACTORS:

Subcontracts, (if approved). The contractor shall be responsible for its subcontractors to be in compliance with all safety requirements as prescribed above.

WRITTEN PROGRAM:

Before commencing work, the contractor shall:

- (1) Submit a written plan to the CO, COR, or POSHO for implementing all requirements as prescribed above. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,
- (2) Submit an Activity Hazard Analysis & Accident Prevention Plans.
- (3) Meet with the CO, COR or, POSHO to discuss and develop a mutual understanding related to administration and implementation of the overall safety program.

Note: Contractor shall contact the COR or POSHO for any questions, clarifications and additional information required!

Attachment C

Definitions

CO	Contracting Officer
COR	Contracting Officer's Representative
A/COR	Assistant Contracting Officer's Representative
SOW	Statement of work/Scope of work
RSO	Regional Security Officer
DBA	Defense Base Act
DOL	Department of Labor
BOQ	Bill of Quantity
DUNS	Data Universal Numbering System
SAM	System for Award Management
BOM	Bill of Materials
FAC	Facilities Office
QAI	Quality Assurance Inspection
PPE	Personal Protective Equipment
OSHA	Occupational Safety and Health Administration
POSHO	Post Occupational Safety and Health Officer
ADA	Americans with Disabilities Act
SDS	Safety Data Sheet
EOD	Explosive ordnance Disposal
QA/QC	Quality Assurance/Quality Control
HVAC	Heating, ventilation, and air conditioning
AC	Air Conditioning
NEMA	National Electrical Manufacturers Association
NEC	National Electric Code
EPA	Environmental Protection Agency
USAGM	U.S. Agency for Global Media
IBB	International Broadcasting Bureau